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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Abbott Vascular IncApplication No./Patent No.: 10/517,004 Filed/Issue Date: 6/4/2003Entitled: Blood vessel closure clip and delivery deviceAbbott Vascular Inc

(Name of Assignee)

a Corporation of the State of California

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Inventor(s) To: Nova Science Limited
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Nova Science Limited To: Abbott Vascular Inc
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
Th s
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Fraser D. Roy, Reg.# 45666/

Signature

Fraser D. Roy

Printed or Typed Name

Attorney for Abbott Laboratories

Title

July 10, 2007

Date

(801) 533-9800

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

THIS ASSIGNMENT is made the 10th day of November Two Thousand and Five

BETWEEN

James E. COLEMAN an Irish Citizen of 20 Greenmount Road, Terenure, Dublin 6, Ireland
(referred to herein as "Mr. Coleman")

Christy CUMMINS an Irish Citizen of 9 Furnes Manor, Johnstown, Naas, County Kildare, Ireland
(referred to herein as "Mr. Cummins")

Christopher MARTIN an Irish Citizen of ~~2 Blackburn Square, Rathfarnham, Dublin 14~~, Ireland
(referred to herein as "Mr. Martin")

*APPOINTMENT OF 33 GREENTREES RD DUBLIN 12
CM 12 OCT 05*

Thomas ANTHONY an Irish Citizen of ~~49 Grange Downs, Rathfarnham, Dublin 14~~, Ireland
(referred to herein as "Mr. Anthony")

HAUG ST. ALBANY, Co KILKENNY T.A 18 OCT 05

Sean MORRIS an Irish Citizen of Newpark, Kiltoom, Athlone, County Roscommon, Ireland
(referred to herein as "Mr. Morris")

Paul HOOI an Irish Citizen of 105 Broadford Hill, Ballinteer, Dublin 16, Ireland (referred to herein as "Mr. Hooi")

Robert STEVENSON an Irish Citizen of 15 Lawrence Grove, Clontarf, Dublin 3, Ireland (referred to herein as "Mr. Stevenson")

(Mr. Coleman, Mr. Cummins, Mr. Martin, Mr. Anthony, Mr. Morris, Mr. Hooi and Mr. Stevenson are referred to collectively herein as "the Assignors")

AND

NOVA SCIENCE LIMITED an Irish Limited Company of 3010 Lake Drive, Citywest, Dublin 24, Ireland (hereinafter called "the Assignee") of the other part.

WHEREAS

(a) The Assignors were each employed by the Assignee under contracts of employment (hereinafter

referred to as the Contracts) having the following dates:

Mr. Coleman's Contract:

16th September 1999

Mr Cummins' Contract:

16th September 1999

Mr. Martin's Contract:

16th November 1999

Mr. Anthony's Contract:

7th October 1999

Mr. Morris' Contract:

15th October 1999

Mr. Hooi's Contract:

2nd October 2000

Mr. Stevenson's Contract:

22nd June 2001

(b) Under the terms of each of the Contracts it was agreed that all inventions, improvements, discoveries and designs made by each of the Assignors during the period of their employment by the Assignee were to be the sole and exclusive property of the Assignee and it was further agreed in the Contracts that at the request of the Assignee the Assignors would take such action and execute or sign such application forms, deeds or other documents or instruments as may be necessary or desirable in order to vest in the Assignee the full benefit of any such invention, improvement, or discovery or any patent or patent application relating thereto and of any such design or any registration or application for registration relating thereto

(c) During the terms of their employments each of the Assignors has alone or jointly invented one or more inventions ("the Inventions") and certain patent applications (the "Patent Applications") have been filed in the names of those of the Assignors who were the inventors in each case

(d) Short details identifying each of the Inventions, the Patent Applications filed in respect of each Invention, and the identity of the Assignors who were named as the inventors of each Invention and in whose name(s) the Patent Applications were filed in respect of each of the Inventions, are set out in Schedule I hereto

(e) The parties hereto now wish to formally transfer all rights in and to the Inventions including the Patent Applications set out in Schedule I hereto and any divisional, continuation, continuation-in-part or continued prosecution application which has been or may be filed based on such Patent Applications together with any Patents granted thereon and any further patent applications which may be filed in any country of the World in respect of the Invention (which patent applications and

patents are collectively referred to herein as the Patent Rights) with the intent that all the Patent Rights in respect of the Inventions should vest in the Assignee

NOW THIS DEED WITNESSETH

In consideration of the hereinbefore recited premises and the sum of one Euro (€1.00) paid by the Assignee to each of the Assignors at the signing of this Assignment, the Assignors hereby confirm the assignment to the Assignee of the Inventions, the Patent Rights, the right, title and interest therein and all the rights, powers, privileges and immunities conferred on the proprietor thereof by the grant of the Patent Rights free from all incumbrances and including the right to sue for damages and other remedies in respect of any infringement of the Patents which may have occurred prior to the date hereof **TO HOLD** unto the Assignee absolutely

The Assignors agree that they will at the expense of the Assignee take such further action and execute or sign any such application forms, deeds or other documents or instruments as may be necessary or desirable in order to vest in the Assignee the full benefit of the Inventions and the Patent Rights

IN WITNESS WHEREOF the parties hereto have executed this Assignment the day and year first above written

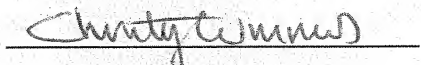
SIGNED, SEALED and DELIVERED by the said

James E. COLEMAN:

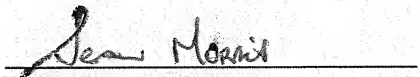


(Signature of Mr. COLEMAN)

In the presence of:




(1st witness signature)



(2nd witness signature)

**SIGNED, SEALED and DELIVERED by the said
Christy CUMMINS:**



Christy Cummins

(Signature of Mr. Cummins)

In the presence of:

Maorie Carole
(1st witness signature)

Sen Morris

(2nd witness signature)

**SIGNED, SEALED and DELIVERED by the said
Christopher MARTIN:**



Chris Martin

(Signature of Mr. Martin)


In the presence of:

JJ Coleman
(1st witness signature)

Maorie Carole

(2nd witness signature)

**SIGNED, SEALED and DELIVERED by the said
Thomas ANTHONY:**



Tom Anthony

(Signature of Mr. Anthony)

In the presence of:

Maorie Carole
(1st witness signature)

L. Miller

(2nd witness signature)

**SIGNED, SEALED and DELIVERED by the said
Sean MORRIS:**

Sean Morris

(Signature of Mr. Morris)

In the presence of:

Christy Wynn

(1st witness signature)

Morie Coakley

(2nd witness signature)

**SIGNED, SEALED and DELIVERED by the said
Paul HOOI:**

Paul Hooi

(Signature of Mr. Hooi)

In the presence of:

Christy Wynn

(1st witness signature)

Sean Morris

(2nd witness signature)

**SIGNED, SEALED and DELIVERED by the said
Robert Stevenson:**

Robert Stevenson

(Signature of Mr. Stevenson)

In the presence of:

Paul Hooi

(1st witness signature)

Paul Hooi

(2nd witness signature)

The Common Seal of NOVA SCIENCE LIMITED
was affixed hereto in the presence of

Signed: James Coleman

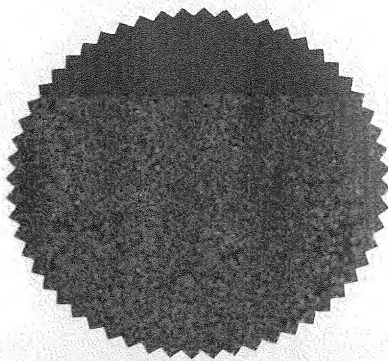
Name: JAMES COLEMAN

Capacity: BOARD Director Nova Science

Signed: Christy Cummins

Name: CHRISTY CUMMINS

Capacity: INVENTOR



SCHEDULE I REFERRED TO HEREIN

Invention 1

“Device for Locating a Puncture Hole in a Liquid-Carrying Vessel”

Inventors: Mr. Coleman, Mr. Cummins, Mr. Anthony, Mr. Martin and Mr. Morris

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Patent Cooperation Treaty	PCT/IE01/00115	September 7, 2001	
European Patent	01967638.6	September 7, 2001	
USA	09/949,398	September 7, 2001	6,669,714

Invention 2

“Surgical Staple”

Inventors: Mr. Coleman, Mr. Cummins, Mr. Anthony, Mr. Martin and Mr. Morris

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2000/0724	September 8, 2000	
South Africa	2001/0528	January 18, 2001	2001/0528
Patent Cooperation Treaty	PCT/IE01/00117	September 7, 2001	
Australia	88008/2001	September 7, 2001	
Canada	2,421,856	September 7, 2001	
European Patent	01967640.2	September 7, 2001	
Japan	2002-524410	September 7, 2001	
USA	09/949,438	September 7, 2001	6,616,686

Invention 3

“Surgical Stapler”

Inventors: Mr. Coleman, Mr. Cummins, Mr. Martin, Mr. Anthony and Mr. Morris

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2001/0815	September 7, 2001	S82464
Ireland	S2000/0722	September 8, 2000	
South Africa	2001/0527	January 18, 2001	2001/0527
Patent Cooperation Treaty	PCT/IE01/00118	September 7, 2001	
Australia	88009/2001	September 7, 2001	
Canada	2,421,950	September 7, 2001	
European Patent	01967641.0	September 7, 2001	
Japan	2002-524408	September 7, 2001	
USA	09/948,813	September 7, 2001	6,582,452
USA	10/455,768	September 7, 2001	6,926,731
USA	11/113,549	September 7, 2001	

Invention 4

“Surgical Staple”

Inventor: Mr. Cummins

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2001/0547	June 7, 2001	
Ireland	S2002/0452	June 4, 2002	S82766
Patent Cooperation Treaty	PCT/IE02/00078	June 4, 2002	
Australia	2002309204	June 4, 2002	
Canada	2,422,231	June 4, 2002	
European Patent	02735922.3	June 4, 2002	
Japan	2003-501349	June 4, 2002	
USA	10/162,534	June 4, 2002	
USA	10/240,183	June 4, 2002	
USA	11/152,562	June 4, 2002	

Invention 5

“Surgical Stapling Device”

Inventors: Mr. Anthony, Mr. Cummins and Mr. Hooi

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2001/0749	August 9, 2001	
Ireland	S2002/0664	August 8, 2002	S82834
Patent Cooperation Treaty	PCT/IE02/00119	August 8, 2002	
Australia	2002329011	August 8, 2002	
Canada	2,456,813	August 8, 2002	
European Patent	02765297.3	August 8, 2002	
Japan	2003-518382	August 8, 2002	
USA	10/486,067	August 8, 2002	

Invention 6

“Surgical Stapling Device and Method”

Inventor: Mr. Cummins

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2001/0748	August 9, 2001	
Ireland	S2002/0665	August 8, 2002	S82887
Patent Cooperation Treaty	PCT/IE02/00118	August 8, 2002	
Australia	2002328132	August 8, 2002	
Canada	2,456,811	August 8, 2002	
European Patent	02762736.3	August 8, 2002	
Japan	2003-518381	August 8, 2002	
USA	10/486,070	August 8, 2002	

Invention 7

“Blood Vessel Closure Clip and Delivery Device”

Inventors: Mr. Cummins and Mr. Stevenson

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2002/0451	June 4, 2002	
Ireland	S2003/0424	June 4, 2003	S83188
Patent Cooperation Treaty	PCT/IE03/00088	June 4, 2003	
Australia	2003238642	June 4, 2003	
Canada	2,488,688	June 4, 2003	
European Patent	03732982.8	June 4, 2003	
Japan	2004-508673	June 4, 2003	
USA	10/517,004	June 4, 2003	

Invention 8

“Surgical Stapling Device”

Inventors: Mr. Cummins and Mr. Hooi

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2002/0552	July 3, 2002	
Ireland	S2003/0490	July 1, 2003	S83252
Patent Cooperation Treaty	PCT/IE03/00100	July 1, 2003	
Australia	2003249547	July 1, 2003	
Canada	2,490,581	July 1, 2003	
European Patent	03762855.9	July 1, 2003	
Japan	2004-562030	July 1, 2003	
USA	10/519,778	July 1, 2003	

Invention 9

“Surgical Stapler”

Inventors: Mr. Coleman and Mr. Cummins

Country/Region	Application No.	Filing Date	Patent No. (if granted)
Ireland	S2004/0368	May 25, 2004	
Ireland	S2005/0342	May 25, 2005	
Patent Cooperation Treaty	PCT/IE 2005/000059	May 25, 2005	
USA	10/908,721	May 24, 2005	

ASSIGNMENT OF PATENT RIGHTS

WHEREAS NOVA SCIENCE LIMITED, a Irish Limited Company, having a place of business at 3010 Lake Drive, Citywest, Dublin 24, Ireland (the “Assignor”) is the owner of the entire right title and interest in and to the Patent and Patent Applications listed in the attached Schedule A and the inventions and improvements described therein;

Whereas, Abbott Vascular Inc, a corporation organized and existing under the laws of Delaware, having a place of business at 400 Saginaw Drive, Redwood City, CA 94063 (the “Assignee”), desires to purchase and acquire the entire right, title, and interest in and to the said Patents and Patent Applications identified in Schedule A and the inventions and improvements described therein;

NOW, THEREFORE, in exchange for valuable and legally sufficient consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor does hereby sell, assign, grant, transfer and convey to the Assignee, its successors and assigns:

all right, title, and interest in and to said Patents and Patent Applications identified in Schedule A, any inventions and improvements therein disclosed, and any utility models, designs, validations, divisionals, continuations, continuations-in-part, and nonprovisional applications of or claiming priority to any of the preceding, in the United States or countries foreign to the United States, and any other application corresponding or claiming priority to said Patents, Patent Applications, any of the above identified applications, and any United States or foreign Patents issuing from, corresponding to, or claiming priority to said Patents and Patent Applications or any of the preceding applications, and/or any reissues, reexaminations, renewals, or extensions of the preceding;

the right to file and prosecute foreign patent applications corresponding or claiming priority to said Patents and Patent Applications, or any of the preceding application, in its own name, wherever such right may be legally exercised, including the right to claim the benefits of any international convention or treaty for such applications; and

the right to sue for past, present, and/or future infringement of any patent issuing from, corresponding to, or claiming priority to any of the preceding and to collect damages therefor.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said inventions and improvements disclosed in any of the preceding to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

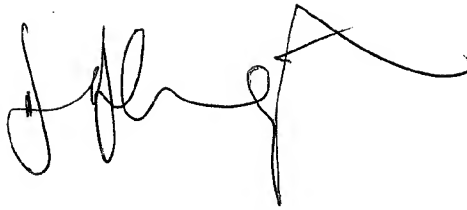
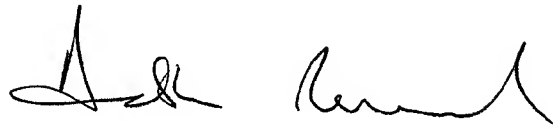
The Assignor hereby further agrees, without further consideration and without expense to Assignor to sign all lawful papers and to perform all other lawful acts which the Assignee may reasonably request of the Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

prompt performance of all other acts and execution of all additional documents reasonably requested by the Assignee or its successors or assigns to further the prosecution, maintenance, enforcement, or recordation of any of said Patents and Patent Applications, and any other preceding application or invention, and the inventions and improvements described therein, including, without limitation, the execution and delivery of documents that may be required in the United States or any foreign country; and

cooperation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, and in any nullification, reissue, extension, or infringement proceedings involving said Patents and Patent Applications and the inventions and improvements described therein, or any other invention and improvement identified in the preceding.

IN WITNESS WHEREOF this Agreement has been duly executed on 21 February 2007


Present when the common seal of
NOVA SCIENCE LIMITED
was affixed hereto

A handwritten signature in black ink, appearing to be 'J. H. G.' with a large, sweeping flourish at the end.A handwritten signature in black ink, appearing to be 'D. H. R.' with a large, sweeping flourish at the end.

Signed on behalf of

ABBOTT VASCULAR INC

By its duly authorized signatory



Mark Weizhaar

SCHEDULE A

NOVA SCIENCE PATENTS AND PATENT APPLICATIONS HEREBY ASSIGNED TO ABBOTT LABORATORIES.

Country	Pat. No. or Publication No.	Application No.	Title	Filing Date
#1				
PCT	WO2002019915	PCT/IE01/00115	Device for locating a puncture hole in a liquid-carrying vessel	7-Sep-01
US	6669714	09/949398	Device for locating a puncture hole in a liquid-carrying vessel	7-Sep-01
EP	EP1435842	EP20010967638	Device for locating a puncture hole in a liquid-carrying vessel	7-Sep-01
AU	AU8800601	AU20010088006	Device for locating a puncture hole in a liquid-carrying vessel	
#2				
IE	IE2000/0724	S2000/0724	Surgical staple	8-Sep-00
PCT	WO2002019920	PCT/IE01/0017	Surgical staple	7-Sep-01
AU	AU8800801	AU2001288008	Surgical staple	7-Sep-01
CA	CA2421856	2421856	Surgical staple	7-Sep-01
JP	JP2004508090T	JP2002-524408	Surgical staple	7-Sep-01
EP	EP1294288A1	EP20010967640	Surgical staple	7-Sep-01
IE	S82766	IE20020452	Surgical staple	7-Sep-01
US	6616686	09/949438	Surgical staples and methods for stapling	7-Sep-01
ZA	ZA200100528	2001/0528	Surgical staple	18-Jan-01

#3					
IE	IE20000722A	S2000/0722	Surgical stapler		8-Sep-00
PCT	WO200219922A1	PCT/IE01/00118	Surgical stapler		7-Sep-01
AU	AU8800901	AU2001288009	Surgical Stapler		7-Sep-01
CA	CA2421950	2421950	Surgical Stapler		7-Sep-01
IE	S82464	IE20010000815	Surgical stapler		7-Sep-01
JP	JP2004508092T	2002-524410	Surgical Stapler		7-Sep-01
EP	EP1294289A1	EP20010967641	Surgical stapler		7-Sep-01
US	6582452	09/948813	Surgical stapler		7-Sep-01
US	6926731	10/455768	Surgical stapler		7-Sep-01
US	2005-0216057 A1	11/113549	Surgical stapler		7-Sep-01
ZA	ZA200100527	2001/0527	Surgical stapler		18-Jan-01
#4					
IE	IE200100547		Surgical staple		7-Jun-01
PCT	WO2002098302A1	PCT/IE02/00078	Surgical staple		4-Jun-02
AU	AU2002309204	AU2002309204	Surgical staple		4-Jun-02
CA	CA2422231	2422231	Surgical staple		4-Jun-02
EP	EP1333762A1	2735922.3	Surgical staple		4-Jun-02

JP	JP2004520154T	2003-501349	Surgical staple	4-Jun-02
US	7108709	10/240183	Surgical staple	4-Jun-02
US	2005-267530 A1	11/152562	Surgical staple	4-Jun-02
US	2007-0010854A1	11/532576	Surgical staple	4-Jun-02
US		10/162534	Surgical staple	
#5				
IE	S2001/0749		Surgical stapling device	9-Aug-01
IE	S2002/0664	S82834	Surgical stapling device	8-Aug-02
PCT	WO2003013364A1	PCT/IE02/000119	Surgical stapling device	8-Aug-02
AU	AU2002329011		Surgical stapling device	8-Aug-02
CA	CA2456813	2456813	Surgical stapling device	8-Aug-02
JP	JP2004537364T	2003-518382	Surgical stapling device	8-Aug-02
EP	EP1416857B8	2765297.3	Surgical stapling device	8-Aug-02
US	7163551	10/486067	Surgical stapling device	8-Aug-02
#6				
IE	IE20010748 A2		Surgical stapling device and method	9-Aug-01
IE	IE20020665 A2	S82887	Surgical stapling device and method	8-Aug-02
PCT	WO2003013363 A1	PCT/IE03/00118	Surgical stapling device and method	8-Aug-02

AU	AU2002328132			Surgical stapling device and method	8-Aug-02
CA	CA2456811	2456811		Surgical stapling device and method	8-Aug-02
EP	EP 1416856B8	2762736.3		Surgical stapling device and method	
AT	AT311147T			Surgical stapling device and method	
DE	DE60207728D			Surgical stapling device and method	
JP	JP2003518381	JP2001-548674		Surgical stapling device and method	18-Dec-02
JP	JP2004537363T	JP2003-518381		Surgical stapling device and method	8-Aug-03
US	7008435	10/486070		Surgical stapling device and method	8-Aug-02
#7					
IE	IE20020451	S2002/0451		Blood vessel closure clip and delivery device	4-Jun-02
IE	S83188	S2003/0424		Blood vessel closure clip and delivery device	4-Jun-03
PCT	WO2003101310	PCT/IE0300088		Blood vessel closure clip and delivery device	4-Jun-03
AU	AU2003238642			Blood vessel closure clip and delivery device	4-Jun-03
CA	CA2488688	2488688		Blood vessel closure clip and delivery device	4-Jun-03
EP	1513453A1	3732982.8		Blood vessel closure clip and delivery device	
JP	JP2005528161T	2004-508673		Blood vessel closure clip and delivery device	4-Jun-03
US	20050234508A1	10/517004		Blood vessel closure clip and delivery device	4-Jun-03
#8					

IE	IE20020552	S2002/552	Surgical stapling device	3-Jul-02
IE	S83252	S2003/0490	Surgical stapling device	1-Jul-03
PCT	WO2004004578A1	PCT/IE03/00100	Surgical stapling device	1-Jul-03
AU	AU2003249547A1		Surgical stapling device	1-Jul-03
CA	CA2490581A1	2490581	Surgical stapling device	1-Jul-03
US	7111768	10/519778	Surgical stapling device	1-Jul-03
JP	JP2005532143T T	2004-562030	Surgical stapling device	1-Jul-03
EP	EP1646320A1	EP20030762855	Surgical stapling device	1-Jul-03
#9				
IE	IE2004368A	S2004/0368	Surgical stapler	25-May-04
IE	S84177	IE20050342	Surgical stapler	25-May-05
PCT	WO2005115251A1		Surgical stapler	25-May-05
US	20050274768A1	10/908721	Surgical stapler	25-May-05